



September 24, 2018
Mr. Todd Stansbury
Director of Athletics
Georgia Institute of Technology
Department of Athletics
150 Bobby Dodd Way N.W.
Atlanta, GA 30332

Dear Mr. Stansbury,

Thank you for the opportunity to assist Georgia Tech with the planning and staging of exhibition games in Spain next summer for its men's basketball team. Our team is excited to work with Georgia Tech to make this event a success. Upon execution of this letter agreement, Complete Sports Management, Inc. ("CSM"), will provide the following services ("Project Services") to Georgia Tech Athletic Association ("GT") per the terms and conditions outlined below and in the attached Addendum (collectively the "Agreement").

I. Project Services

CSM will provide the following Project Services to GT for the "TOUR":

- The TOUR will consist of 7 nights, 8 days
- The TOUR will begin with the arrival of the Traveling Party in Barcelona, Spain on August 9, 2019 (the "Departure Date") and will conclude with the departure of the Traveling Party from Madrid, Spain on August 16, 2019 (the "Return Date").
- CSM will arrange for, and provide the Traveling Party, the following:
 - o All ground transportation needed in connection with the TOUR
 - o Fast speed train from Barcelona to Madrid
 - o Hotel accommodations including 10 double rooms and 15 single occupancy rooms at 5-star hotel accommodations for the duration of the TOUR in Madrid and Barcelona
 - o Breakfast every morning (after first overnight stay)
 - o Four (4) post game meals (2 in Madrid and 2 in Barcelona)
 - o Schedule four (4) basketball games to be played in August 2019 vs Spanish Select Teams put together by members of the Spanish Federation

- o Sightseeing tours, excursions, tour guides and associated fees during the TOUR, as indicated on itinerary and mutually agreed upon
- o Provide 90-minute practice sessions based directly on the following conditions:
 - Practices will be held on regulation size basketball courts on days that games do not occur
 - Dates of practice must be decided by GT 90 days prior to departure
 - CSM will deliver to GT a final itinerary, including the opponents for GT thirty (30) days prior to the start of the TOUR, for review and formal acknowledgement.
 - CSM shall pay any international or USA Basketball sanctioning fees required in conjunction with a foreign tour.
 - CSM has the rights and is subject to receiving 25% gross commission on all merchandise sales related to the event

II. University Responsibilities

- GT shall make payments to CSM, for all services covered hereunder, as contemplated in Section 3 hereof. Any late payment is subject to a 10% late fee charge by CSM to GT. If payment is later than two weeks from notice, late fee will go up to 15%.
- GT to be responsible for any passport, visa and other such requirements that must be satisfied by members of the Traveling Party for participation in the Tour so that GT can secure necessary passports/visas.
- CSM is not responsible for any traveler that cannot obtain appropriate entry/exit requirements due to reasons outside of its' control.
- GT shall inform the travel party that the purchase of travel/trip insurance is not included in package price stated in section 3.
- GT shall inform each member of the Traveling Party that all incidental expenses incurred by him/her during the TOUR are, unless otherwise expressly indicated by GT, his/her sole responsibility.
- GT shall deliver to CSM a completed travel manifest for all members of the Traveling Party, on or before May 30, 2018.

III. Term, Fees and Expenses

- The term will begin upon execution of this Agreement and will continue through the later of August 31, 2019, or the conclusion of the Event (the "Term").
- CSM will be paid a project fee for its arranging for, providing services, accommodations and amenities related to, the TOUR, GT shall pay CSM a program fee per traveling member:

o Program Fee base is \$3,896 per traveler with a minimum of 35 paid travelers.

o Program fee for any traveler above the 35 travelers in the travel "non-party related person": \$3,200 (price includes a single- occupancy room at the hotels in Madrid

and Barcelona, all transportation to and from the airport, to the gym, all excursions, breakfast each morning after day of arrival, fast speed train from Barcelona to Madrid, and all taxes/fees). All fees for non-party related persons will be paid directly by the non-party related person.

The payment schedule is as follows:

Upon Execution of Agreement: 50% of tour amount

April 1, 2019: Final tour balance due to CSM

IV. Cancellation

- GT may cancel this Agreement, and the TOUR contemplated herein, with written notice thereof to CSM, at any time prior to the Departure Date. In such an event, the University shall be responsible for the actual costs incurred, or losses sustained, by CSM, due to such cancellation, provided CSM shall have an obligation to mitigate any such costs or losses. In the event that actual costs incurred, or losses sustained, by CSM, due to such cancellation, are less than the amount already paid by GT, then CSM shall refund the overpayment to GT.

- Either party may cancel this Agreement and the TOUR contemplated herein, with written notice thereof to the other party, if such other party materially breaches any term or condition set forth in this Agreement. In such an event, the breaching party shall be responsible for the actual costs incurred or losses sustained due to such cancellation.

- The cancellation penalties shall not exceed the following:

- o TOUR is non-refundable

- In the event that actual costs incurred, or losses sustained, by CSM, due to such cancellation, are less than the amount already paid by GT, then Tour Operator shall refund the overpayment to GT which will be determined based on the date of cancellation.

- **FORCE MAJEURE.** "Force Majeure" means, in relation to CSM, any circumstances beyond reasonable control of CSM, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

CSM shall not be deemed to be in breach of these terms and conditions or otherwise be liable to GT, by reason of delay in performance, or by non-performance, of any of its obligations, hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If CSM, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by CSM to GT as a result of the non-performance of any obligations hereunder shall remain in

its sole and absolute discretion, although CSM shall use its reasonable efforts to reimburse GT where possible. However, CSM shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to CSM of the Force Majeure and applicable cancellation fees. The purchase of Travel Insurance is always recommended.

Regarding civil unrest, once CSM has investigated the prevailing situation, as it deems fit, it shall remain in CSM's sole and absolute discretion whether to proceed with the trip. GT may in such circumstances cancel the trip subject to CSM's and each supplier's terms and conditions.

V. Representations and Warranties

- Each party represents and warrants that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- Each party represents and warrants that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.

VI. Indemnification

- Each party shall be responsible for its own acts, omissions and the results thereof in the performance of this Agreement.
- Each party hereto shall procure and maintain throughout this Agreement a comprehensive general liability insurance policy or policies, in the minimum amount of One Million Dollars (US \$1,000,000) combined single limit per occurrence. Upon request, a party hereto shall furnish to the other a certificate of insurance showing that the insurance is in effect pursuant to the terms of this Agreement.

VII. General Considerations

- All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing to and sent as follows:

If the University, to:

Georgia Tech Athletic Association
Department of Athletics
150 Bobby Dodd Way, N.W.
Atlanta, GA 30332
Attn: Mr. Marvin Lewis, Associate AD -
Administration & Finance

If the Tour Operator, to:

Complete Sports Management
1900 McKinley Avenue
Hanford, CA 93230
Attn: Lea Miller-Tooley, President

- Unless required by law, Tour Operator shall keep in strict confidence the terms of this Agreement, as well as any privileged and/or non-public information about, or otherwise provided by either parties. Tour Operator shall use such information solely in furtherance of its obligations hereunder, and not for any other purpose, and shall not disclose the same to any other party without the prior written consent of GT.
- This Agreement may only be amended or modified by mutual parties here in writing signed by both parties and cannot be digitally altered in any fashion.
- This Agreement constitutes the entire agreement and understanding between the parties, and superseded and replaces any and all contemporaneous understandings, commitments, agreements or representations of any kind, whether oral or written, relating to the subject matter hereof.

VIII. Expiration of Terms

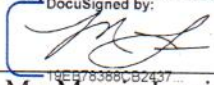
The financial terms and payment schedule outlined in Section 3 of this agreement are guaranteed without commitment until November 1, 2018.

After November 1, 2018 CSM will make every effort to secure the best rates available for the accommodations requested.

We appreciate this opportunity to work with you the Georgia Tech Athletic Association.

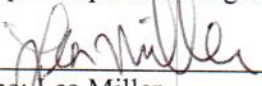
IN WITNESS, WHEREOF, the parties here have duly executed this Agreement as of the date first written above.

On Behalf of the Georgia Tech Athletic Association
For its Department of Intercollegiate Athletics

By: 
Name: Mr. Marvin Lewis
Title: Associate AD - Administration & Finance

Date: 10/25/2018 | 8:47 AM EDT

Complete Sports Management

By: 
Name: Lea Miller
Title: President
Date: 10/28/18



Lea Miller, President
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Cell: 404-668-7485
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